

IN THE SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

ANDRE SIMS,

Plaintiff,

vs.

MIDLAND FUNDING, LLC and GORDON,  
AYLWORTH, & TAMI, P.C.,

Defendants.

NO.

SUMMONS

**TO THE DEFENDANT: MIDLAND FUNDING, LLC:**

A lawsuit has been started against you in the above-entitled court by the Plaintiff. This claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days (in state) or sixty (60) days (out of state) after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where a plaintiff is entitled to what has been asked for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to a notice before a default judgment may be entered.

Summons - 1

**ANDERSON | SANTIAGO**  
787 MAYNARD AVE S  
SEATTLE WA 98104  
(206) 395-2665/F (206) 395-2719

1 If you wish to seek the advice of an attorney on this matter, you should do so promptly so that  
2 your written response, if any, may be served on time.

3 **THIS SUMMONS** is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
4 State of Washington.

5 Respectfully submitted this 8th day of July, 2020.  
6

7  
8 **ANDERSON SANTIAGO, PLLC**

9 By: 

10 Jason D. Anderson, WSBA No. 38014

11 Attorneys for Plaintiff

12 787 Maynard Ave. S.

13 Seattle, WA 98104

14 (206) 395-2665

15 (206) 395-2719 (fax)  
16  
17  
18  
19  
20  
21  
22  
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Summons - 2

**ANDERSON | SANTIAGO**  
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SEATTLE WA 98104  
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IN THE SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

ANDRE SIMS,

Plaintiff,

vs.

MIDLAND FUNDING, LLC and  
GORDON, AYLWORTH, & TAMI, P.C.,

Defendants.

NO.

**COMPLAINT FOR VIOLATIONS OF 15  
U.S.C. § 1692 ET SEQ. AND RCW  
CHAPTERS 19.16 AND 19.86 ET SEQ.**

COMES NOW Plaintiff, Andre Sims, by and through counsel, who alleges:

**I. PARTIES AND JURISDICTION**

1. Plaintiff Andre Sims is an individual who resides in Washington State.

2. Defendant Midland Funding, LLC ("Midland"), a California Limited Liability Company, is a debt collector and collection agency doing business in Washington, and who attempted to collect an alleged debt from the Plaintiff. Midland's registered agent is, Corporation Service Company, 300 Deschutes Way SW Suite 209 MC-CSC1, Tumwater, WA 98501.

3. Defendant Gordon, Aylworth, & Tami, PC ("GAT"), an Oregon Domestic

Complaint - 1

**ANDERSON | SANTIAGO**  
787 MAYNARD AVE S  
SEATTLE WA 98104  
(206) 395-2665/F (206) 395-2719

1 Professional Corporation, is a debt collector and collection agency doing business in  
 2 Washington, and who attempted to collect an alleged debt from the Plaintiff. GAT, which has no  
 3 registered agent in Washington, has an Oregon registered agent as follows: Matthew Aylworth,  
 4 P.C., 4023 W. First Ave, Eugene, OR 97402.

5 4. Jurisdiction over Defendants is proper as Defendants are doing business in  
 6 Washington State and venue is appropriate in King County, Washington.

## 7 II. FACTS

8 5. On November 7, 2019, Plaintiff was served with a collection lawsuit by  
 9 Defendant GAT on behalf of Defendant Midland. A copy of the collection lawsuit is attached as  
 10 **Exhibit A.**

11 6. On November 20, 2019, Mr. Sims called GAT to discuss resolving the lawsuit, as  
 12 he wished to honor his obligations. During the call, he spoke with one of GAT's representatives  
 13 and had a discussion about payment arrangements.

14 7. Mr. Sims and GAT's representative agreed on a payment plan, whereby Mr. Sims  
 15 would pay \$300.00 per month, until paid in full. GAT's representative instructed Mr. Sims to  
 16 await paperwork in the mail, which he would need to sign and return. The purpose of Mr. Sims  
 17 resolving the matter in this way was, obviously, to stop the lawsuit from going forward.

18 8. Plaintiff, who is not a lawyer, waited for GAT, a law firm, to follow through with  
 19 its promise to send him further documentation on the agreement. As the holiday season had just  
 20 begun, Mr. Sims commenced his seasonal duties while he awaited GAT's written materials.

21 9. However, the next thing Mr. Sims heard about the case was from his church's  
 22 administration – evidently, GAT was garnishing his wages. This was, of course, profoundly  
 23 embarrassing to say the least.



1           10.     Specifically, on or about May 13, 2020, Defendants sent a garnishment letter and  
2 a writ of garnishment to Christ the King Bible Fellowship, who looked to Mr. Sims for guidance  
3 on how to proceed. A copy of these documents are attached as **Exhibit B**.

4           11.     A review of King County District Court's case records reveals that Defendants  
5 filed a motion for default judgment on December 30, 2019. A copy of the motion is attached as  
6 **Exhibit C**.

7           12.     Despite Mr. Sims' appearance – contacting Midland's attorney GAT specifically  
8 due to the service of a lawsuit – and despite the parties' agreement to stop the lawsuit, GAT  
9 moved for a default judgment without giving notice to Mr. Sims, contrary to CRLJ 55.<sup>1</sup>

10          13.     Conveniently, Defendants swore under penalty of perjury that Defendant had "not  
11 filed an appearance and...not filed or served any pleading." A true and correct copy of  
12 Defendants' declaration in support of default is attached as **Exhibit D**. This objectively true  
13 statement is misleading, however, due to the omission of the foregoing material facts, and is not  
14 the standard for default judgments under the civil rules.

15          14.     Based on Defendants' misrepresentations, the district court entered a default  
16 judgment in favor of Midland, and against Mr. Sims, on February 6, 2020. The judgment  
17 awarded \$3,618.13 and 9% interest per annum.

18          15.     Mr. Sims acted as responsibly as he could when he received a collection lawsuit.  
19 He contacted the debt collector's attorney and made payment arrangements within the time  
20 prescribed by CRLJ 4. However, Defendants failed to follow through on their end of the  
21 bargain, and instead went behind Mr. Sims' back, contrary to the civil rules, and obtained a  
22

23           <sup>1</sup> Any party who has appeared in the action for any purpose, shall be served with a written notice of motion  
for default and the supporting affidavit at least 5 days before the hearing on the motion. CRLJ 55(a)(3).

1 default judgment.

2 16. These actions resulted in Mr. Sims receiving a surprise garnishment at his house  
3 of worship, where he is a spiritual and moral leader. Perhaps in the most ironic turn of events  
4 possible, Mr. Sims was literally the victim of a false judgment. Of course, there should have  
5 been no judgment in the first place, as he had made an agreement with the Defendants that they  
6 did not honor.

7 17. As a result of Defendants' actions detailed above, Mr. Sims has incurred expenses  
8 in seeking and retaining counsel in connection with ascertaining his legal rights and  
9 responsibilities, on information and belief has suffered damaged credit, and has suffered  
10 financial uncertainty, unease, and distress caused by Defendants' tactics and communications,  
11 which are false, misleading, improper, and/or confusing.

### 12 **III. CAUSES OF ACTION**

#### 13 **GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

14 18. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. §  
15 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

16 19. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW  
17 19.16.100(7) and Defendant is a collection agency as defined by RCW 19.16.100(4).

18 20. For claims arising under the Fair Debt Collection Practices Act, such claims are  
19 assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499  
20 F.3d 926, 934 (9th Cir. 2007).

#### 21 **Count 1 (and all subcounts)**

22 21. A debt collector may not use any false, deceptive, or misleading representation or  
23 means in connection with the collection of any debt. 15 U.S.C. § 1692e. Additionally, it is a

1 violation to falsely represent the character, amount, or legal status of any debt. § 1692e(2).

2 22. Defendants made false, deceptive, and misleading representations when they took  
3 the following actions:

- 4 a. Obtained a default judgment when Defendants failed to provide notice of the  
5 default motion to Plaintiff as required by CRLJ 55, because Mr. Sims had  
6 appeared in the case
- 7 b. Misrepresented to the district court the standard by which a default may be  
8 entered
- 9 c. Obtained a default judgment based upon false and misleading representations
- 10 d. Issued a writ of garnishment on a void (or otherwise improperly procured by  
11 fraud or false statements) judgment
- 12 e. Misrepresented to Mr. Sims that the parties had reached an agreement which  
13 would stop the case from going forward, yet went behind his back and obtained a  
14 default judgment

15 23. Therefore, Defendants violated 15 U.S.C. § 1692e and/or § 1692e(2).

16 **Count 2 (and all subcounts)**

17 24. A debt collector may not use unfair or unconscionable means to collect or attempt  
18 to collect any debt. 15 U.S.C. § 1692f.

19 25. Plaintiff realleges paragraph 22, *supra*.

20 26. For the above-stated reasons, Defendants therefore violated 15 U.S.C. § 1692f on  
21 multiple occasions.

22 **GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS**

23 27. Violations of RCW 19.16.250 are per se violations of the Consumer Protection

1 Act ("CPA"), RCW chapter 19.86.<sup>2</sup> See RCW 19.16.440. RCW 19.86.090 provides for treble  
2 damages (to a limit of \$25,000) and attorney's fees.

3 28. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below  
4 counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

5 29. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*,  
6 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even  
7 "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing  
8 *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

### 9 Count 3

10 30. A collection agency may not collect or attempt to collect any sum other than  
11 principal, allowable interest, collection costs or handling fees expressly authorized by statute, and  
12 in the case of suit attorney's fees and taxable court costs. RCW 19.16.250(21).

13 31. Here, Defendants collected and attempted to collect numerous items that were not  
14 allowable:

- 15 a. Attorney's fees that were unnecessary given the fact that Mr. Sims made an  
16 agreement to make payments on the alleged debt without the need for further  
17 litigation
- 18 b. Unnecessary litigation costs and garnishment fees for the same reason
- 19 c. Interest that was only awarded due to Defendants obtaining an improper judgment

20 32. Defendants therefore violated RCW 19.16.250(21).

### 21 Count 5

22  
23 <sup>2</sup> See *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...").



4           34. Defendants added fees and interest that were only awarded as a consequence of  
5 false statements and misrepresentations (namely, in the judgment), which then led to Defendants  
6 seeking further costs in the writ of garnishment. Neither should have occurred, for reasons stated  
7 above.

8            35.       Therefore, Defendants violated RCW 19.16.250(15) on several occasions.

9 **Count 6 – Injunctive Relief**

10           36.     A plaintiff may seek injunctive relief for violations of the Consumer Protection  
11     Act. RCW 19.86.090.

37. Plaintiff does seek injunctive relief from this Court which would enjoin Defendants from collecting debts in the manner described above from both Plaintiff and any other person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

38. Specifically, Plaintiff seeks an injunction prohibiting Defendants from using the wrong standard to obtain default judgments, namely relying solely upon whether a debtor/defendant has filed a notice of appearance or responsive pleading, as those are not the only means by which an appearance is accomplished under CRLJ 55.

39. Plaintiff has reason to believe these actions make up a pattern and practice of behavior and have impacted other individuals similarly situated.

40. Injunctive relief is necessary to prevent further injury to Plaintiff and to the Washington public as a whole.

23 41. Injunctive relief should therefore issue as described herein.

### Complaint - 7

**ANDERSON | SANTIAGO**  
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SEATTLE WA 98104  
(206) 395-2665/F (206) 395-2719

**IV. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays:

1. For Judgment against Defendants for actual damages.
2. For statutory damages of \$1,000.00 for FDCPA violations, per Defendant.
3. For statutory damages of \$2,000.00 per violation for Washington Collection Agency Act and Consumer Protection Act violations, per Defendant.
4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages determined by the court.
5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3) and other applicable law.
6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 8th day of July, 2020.

**ANDERSON SANTIAGO, PLLC**

By: 

Jason D. Anderson, WSBA No. 38014  
Attorneys for Plaintiff  
787 Maynard Ave. S.  
Seattle, WA 98104  
(206) 395-2665  
(206) 395-2719 (fax)



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# EXHIBIT A

Electronically Filed

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19CIV15376KCX

King County District Court

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

MIDLAND FUNDING, LLC,

Plaintiff,

Case No. \_\_\_\_\_

vs.

COMPLAINT  
(For Breach of Contract)

ANDRE SIMS,

Defendant.

Plaintiff alleges:

BREACH OF CONTRACT

1.

Plaintiff is a limited liability company, which for good and valuable consideration purchased Defendant's Citibank, N.A./Sears credit account and contract and all of the associated rights thereunder.

2.

Plaintiff has satisfied the bonding requirements and is a duly licensed collection agency pursuant to RCW Chapter 19.16. A true copy of said license is attached hereto.

3.

Defendant, an individual residing in King County Washington, entered into a contract with Citibank, N.A./Sears for a credit account. The credit account was issued to Defendant under the account number \*\*\*\*\*3547.

4.

Citibank, N.A./Sears supplied the credit account to Defendant subject to an agreement to repay all amounts charged to the account plus all associated costs and fees.

Page 1 -- Complaint

4023 W 1st Ave / P.O. Box 22338 Eugene, OR 97402  
Attorneys at Law  
Phone: (541) 342-2276 Fax: (541) 343-8069 Email: info@gallawfirm.com

1 5.

2 Defendant thereafter used the credit account and became indebted to Citibank, N.A./Sears.

3 6.

4 Citibank, N.A./Sears performed its obligations under the terms of the contract.

5 7.

6 Defendant breached the contract by failing to make payment(s) as agreed. As a result,  
7 Defendant's credit account was charged off for delinquency on August 19, 2018.

8 8.

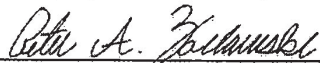
9 As a result of Defendant's breach, Defendant is indebted to Plaintiff in the sum of \$3,455.13,  
10 which includes principal and interest. Plaintiff is also entitled to costs and disbursements. Plaintiff  
11 also seeks interest on the judgment total at the state statutory rate of 9% per annum from the date  
12 of judgment until paid.

13 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 14 1. The sum of \$3,455.13, which includes principal and interest;  
15 2. Plaintiff's costs and disbursements incurred herein; and  
16 3. Interest on the judgment total at the rate of 9% per annum from the date of judgment until  
17 paid.

18 Dated this 28th day of October, 2019.

19 Gordon, Aylworth & Tami, P.C.

20 

21 [ ] Matthew R. Aylworth, WSBA #37892

22 [ ] Eleanor Tami, WSBA #45038

23 ☒ Peter A. Zochowski, WSBA #54455

24 [ ] Taylor K. Jennings, WSBA #55320

25 of Attorneys for Plaintiff

Gordon, Aylworth & Tami, P.C.  
Attorneys at Law  
4023 W 1st Ave / P.O. Box 22338 Eugene, OR 97402  
Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@gallawfirm.com

DETACH BEFORE POSTING



STATE OF  
WASHINGTON

Limited Liability Company

## BUSINESS LICENSE

MIDLAND FUNDING LLC  
2365 NORTHSIDE DR, 3RD FLOOR  
SAN DIEGO, CA 92108

Unified Business ID #: 602799069

Business ID #: 001

Location: 0001

Expires: Jan 31, 2020

OUT OF STATE COLLECTION AGENCY - NO FEE -  
ACTIVE

TAX REGISTRATION - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

A handwritten signature in cursive script that reads "Vicki Smith".

Director, Department of Revenue

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## EXHIBIT B





**GORDON, AYLWORTH & TAMI, P.C.**  
ATTORNEYS AT LAW

Christ the King Bible Fellowship  
35448 11th Ave SW  
Federal Way, WA 98023

**Attorneys and Jurisdictions**

Daniel N. Gordon 1939-2019  
Matthew R. Aylworth OR WA ID  
Eleanor Tami OR WA ID  
Taylor K. Jennings OR WA  
Parker R. Brigance OR

May 13, 2020

**Attention: Payroll Department**

Re: Midland Funding, LLC v. Andre Sims  
King County District Court South Case No. 19CIV15376KCX  
Employee SSN: \*\*\*-\*\*-8023

Dear Payroll Department:

Enclosed please find a copy of the Writ of Garnishment and one copy of the First Answer to the Writ. Please fill out the Answer Form in blue or black ink, and mail one copy to our office, one copy to the Clerk of the Court, and one copy to your employee.

This writ is issued by the attorney of record for the plaintiff under the authority of Chapter 6.27 of the Revised Code of Washington, and must be complied with in the same manner as a writ issued by the clerk of the court. Failure to comply with the Legal Writ of Garnishment may result in your company being held responsible for the paying the entire debt. Please return within 30 days.

Thank you for your assistance in this matter.

Sincerely yours,  
Gordon, Aylworth & Tami, P.C.

mh  
Encl.

This communication is from a debt collector.  
**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**



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7 IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
8 FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE  
9 MIDLAND FUNDING, LLC,

10 Plaintiff,

Case No. 19CIV15376KCX

11 vs.

12 ANDRE SIMS,

13 Defendant,

14 vs.

15 CHRIST THE KING BIBLE FELLOWSHIP,

16 Garnishee Defendant.

FIRST ANSWER TO WRIT OF  
GARNISHMENT FOR CONTINUING  
LIEN ON EARNINGS  
**This garnishment is based on a  
judgment or order for consumer  
debt.**

17 SECTION I: If you are withholding the defendant's nonexempt earnings under a  
18 previously served writ for a continuing lien, answer only sections I and III of this form and  
19 mail or deliver the forms as directed in the writ. Withhold from the defendant's future  
20 nonexempt earnings as directed in the writ, and a second set of answer forms will be  
21 forwarded to you later.

22 On the date the Writ of Garnishment was issued as indicated by the date  
23 appearing on the last page of the writ,

24 (A) The defendant [ ] was [ ] was not employed by garnishee. If not employed and you  
25 have no possession or control of any funds of defendant, indicate the last day of  
26 employment: \_\_\_\_\_; and complete section III of this answer and  
27 mail to deliver the forms as directed in the writ;

28 (B) The defendant [ ] did [ ] did not maintain a financial account with garnishee; and

Page – 1 – First Answer to Writ of Garnishment  
Case No. 19CIV15376KCX

Gordon, Aylworth & Tami, P.C.  
Attorneys at Law  
4023 W 1<sup>st</sup> Ave / P.O. Box 22338  
Eugene, OR 97402  
Phone: (541) 342-2276 Fax: (541) 343-8059  
Email: info@gallawfirm.com

1 (C) The garnishee [ ] did [ ] did not have possession of or control over any funds, personal  
 2 property, or effects of the defendant. (List all of defendant's personal property or  
 3 effects in your possession or control on the bottom of the last page of this answer form  
 4 or attached a schedule if necessary.)

5 ANSWER: I am presently holding the defendant's nonexempt earnings under a  
 6 previous writ served on \_\_\_\_\_, 20\_\_ that will terminate not later than  
 7 \_\_\_\_\_, 20\_\_.

8 If you are NOT withholding the defendant's earnings under a previously served writ for a  
 9 continuing lien, answer this entire form and mail or deliver the forms as directed in the writ.  
 10 A second set of answer forms will be forwarded to you later for subsequently withheld  
 11 earnings.

12 SECTION II: At the time of service of the Writ of Garnishment on the garnishee, there  
 13 was due and owing from the garnishee to the above-named defendant \$\_\_\_\_\_.

14 This writ attaches a maximum of 20% of the Defendant's disposable earnings (that is,  
 15 compensation payable for personal services, whether called wages, salary, commission,  
 16 bonus, or otherwise, and including periodic payments pursuant to a non-governmental  
 17 pension or retirement program). Calculate the attachable amount as follows:

18 Gross Earnings: \$\_\_\_\_\_ (1)

19 Less deductions required by law (Social Security,  
 20 federal withholding tax, etc. Do not include deductions  
 21 for child support orders or Government liens here.

22 Deduct child support orders and liens on line 7): \$\_\_\_\_\_ (2)

23 Disposal Earnings (subtract line 2 from 1) \$\_\_\_\_\_ (3)

24 Enter 80% of line 3 \$\_\_\_\_\_ (4)

25 Enter one of the following exempt amounts\*: \$\_\_\_\_\_ (5)

26 If paid:	Weekly:	\$472.50	Semi-monthly:	\$1,023.75
27	Bi-Weekly:	\$945	Monthly:	\$2,047.50

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Page - 2 - First Answer to Writ of Garnishment  
 Case No. 19CIV15376KCX

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\*These are minimum exempt amounts that the defendant must be paid (thirty-five times the state minimum wage). If your answer covers more than one pay period, multiply the preceding amount by the number of pay periods and/or fraction thereof your answer covers. If you use a pay period not shown, prorate the monthly exempt amount.

Subtract the larger of lines 4 and 5 from line 3: \$ \_\_\_\_\_ (6)

Enter amount (if any) withheld from this paycheck for ongoing government liens such as child support: \$ \_\_\_\_\_ (7)

Subtract line 7 from line 6. This amount must be held out for the plaintiff. \$ \_\_\_\_\_ (8)

This is the formula that you will use for withholding each pay period over the required sixty-day garnishment period. Deduct any allowable processing fee you may charge from the amount that is to be paid to the defendant. If there is any uncertainty about your answer give an explanation on the last page or on an attached page.

Signature of person answering for Garnishee

Date

Print name of person signing

Address of Garnishee

1 If necessary, use this space to supplement your answer from the first and second  
2 pages:  
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Page – 4 – First Answer to Writ of Garnishment  
Case No. 19CIV15376KCX

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Phone: (541) 342-2276 Fax: (541) 343-8059  
Email: info@gatlawfirm.com

1 SECTION III: An attorney may answer for the garnishee.

2 Under penalty of perjury, I affirm that I have examined this answer, including accompanied  
3 schedules, and to the best of my knowledge and belief it is true, correct and complete.  
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7 Signature of Garnishee Defendant

Date

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Page – 5 – First Answer to Writ of Garnishment  
Case No. 19CIV15376KCX

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IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY SOUTH DIVISION - BURIEEN COURTHOUSE

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

ANDRE SIMS,

Defendant,

vs.

CHRIST THE KING BIBLE FELLOWSHIP,

Garnishee Defendant.

Case No. 19CIV15376KCX

WRIT OF GARNISHMENT  
CONTINUING LIEN ON EARNINGS  
(60 days)  
AND DECLARATION FOR  
GARNISHMENT

**This garnishment is based on a  
judgment or order for consumer  
debt.**

THE STATE OF WASHINGTON, TO: Christ the King Bible Fellowship, Garnishee; and  
to, Andre Sims Defendant;

The above-named Plaintiff has issued this Writ of Garnishment (constituting a  
continuing lien on earnings) against you, claiming that the above named Defendant is  
indebted to Plaintiff and that the amount to be held to satisfy that indebtedness is  
3701.89, consisting of:

//

//

//

Page – 1 – Writ of Garnishment  
Case No. 19CIV15376KCX

Gordon, Ayiworth & Tami, P.C.  
Attorneys at Law  
4023 W 1<sup>st</sup> Ave / P.O. Box 22338  
Eugene, OR 97402  
Phone: (541) 342-2276 Fax: (541) 343-8059  
Email: info@getlawfirm.com



1	Original Judgment Total	\$3618.13
2	Interest Accruing at a daily charge of	\$.89
3	Post Judgment Interest from February 6, 2020	
4	to April 14, 2020	\$61.56
5	<b>No interest accrued on this judgment from</b>	
6	<b>April 14 through May 14, 2020.</b>	
7	Less Payments on Judgment:	\$0.00
8	Total Prior Garnishment Costs	\$0.00
9	Total Post Judgment Costs	\$0.00
10	Total cost for Obtaining Lien	\$0.00
11	Current Garnishment Costs:	\$22.20
12	Consisting of:	
13	Filing Fee & Ex Parte Fee:	\$12.00
14	Certified Mail:	\$10.20
15	Total Amount Owed:	\$3701.89

16 **THIS IS A WRIT FOR A CONTINUING LIEN. THE GARNISHEE SHALL HOLD** the  
 17 nonexempt portion of the Defendant's earnings due at the time of service of this writ and  
 18 shall also hold the Defendant's nonexempt earnings that accrue through the last payroll  
 19 period ending on or before SIXTY (60) days after the date of service of this writ.  
 20 **HOWEVER, IF THE GARNISHEE IS PRESENTLY HOLDING THE NONEXEMPT**  
 21 **PORTION OF THE DEFENDANT'S EARNINGS UNDER A PREVIOUSLY SERVED**  
 22 **WRIT FOR A CONTINUING LIEN, THE GARNISHEE SHALL HOLD UNDER THIS**  
 23 **WRIT** only the Defendant's nonexempt earnings that accrue from the date the previously  
 24 served writ or writs terminate and through the last payroll period ending on or before  
 25 sixty (60) days after the date of the termination of the previous writ or writs. **IN EITHER**  
 26 **CASE, THE GARNISHEE SHALL STOP WITHHOLDING WHEN THE SUM WITHHELD**  
 27 **EQUALS THE AMOUNT STATED IN THIS WRIT OF GARNISHMENT.**

28 **YOU ARE HEREBY COMMANDED**, unless otherwise directed by the court or by this  
 writ not to pay any debt, whether earnings subject to this garnishment or any other debt,  
 owed to the defendant at the time this writ was served and not to deliver, sell, or transfer,  
 or recognize any sale or transfer of, any personal property or effects of the defendant in  
 your possession or control at the time when this writ was served. Any such payment,  
 delivery, sale, or transfer is void to the extent necessary to satisfy the plaintiff's claim and  
 costs for this writ with interest.

Page – 2 – Writ of Garnishment  
 Case No. 19CIV15376KCX

Gordon, Aylworth & Tami, P.C.  
 Attorneys at Law  
 4023 W 1<sup>st</sup> Ave / P.O. Box 22338  
 Eugene, OR 97402  
 Phone: (541) 342-2276 Fax: (541) 343-8059  
 Email: info@gallawfirm.com

1 **YOU ARE FURTHER COMMANDED** to answer this writ by filling in the attached form  
 2 according to the instructions in this writ and in the answer forms and, within twenty days  
 3 after the service of the writ upon you, to mail or deliver the original of such answer to the  
 4 court, one copy to the plaintiff or the plaintiff's attorney, and one copy to the defendant at  
 the addresses listed at the bottom of the writ.

5 If, at the time this writ was served, you owed the defendant any earnings (that is, wages,  
 6 salary, commission, bonus, or other compensation for personal services or any periodic  
 7 payments pursuant to nongovernmental pension or retirement program), the defendant is  
 8 entitled to receive amounts that are exempt from garnishment under federal and state  
 9 law. You must pay the exempt amounts to the defendant on the day you would  
 10 customarily pay the compensation or other periodic payment. As more fully explained in  
 11 the answer, the basic exempt amount is the greater of seventy-five percent of disposable  
 12 earnings or a minimum amount determined by reference to the employee's pay period, to  
 be calculated as provided in the answer. However, if this writ carries a statement in the  
 heading of **"This garnishment is based on a judgment or order for consumer debt,"**  
 the basic exempt amount is the greater of eighty percent of disposable earnings, or thirty  
 five times the state minimum hourly wage

13 **IF THIS IS A WRIT FOR A CONTINUING LIEN ON EARNINGS, YOU MAY DEDUCT**  
 14 **A PROCESSING FEE FROM THE REMAINDER OF THE EMPLOYEE'S EARNINGS**  
 15 **AFTER WITHHOLDING UNDER THE GARNISHMENT ORDER, NOT TO EXCEED**  
 16 **TWENTY DOLLARS FOR THE FIRST DISBURSEMENT. YOU MAY DEDUCT THE**  
 17 **PROCESSING FEE OF TWENTY DOLLARS AT THE TIME YOU REMIT THE FIRST**  
 18 **ANSWER AND TEN DOLLARS AT THE TIME YOU SUBMIT THE SECOND**  
 19 **ANSWER.**

20 If you owe the defendant a debt payable in money in excess of the amount set forth in  
 21 the first paragraph of this writ, hold only the amount set forth in the first paragraph and  
 22 any processing fee if one is charged and release all additional funds or property to  
 23 defendant.

24 **IF YOU FAIL TO ANSWER THIS WRIT AS COMMANDED, A JUDGMENT MAY BE**  
 25 **ENTERED AGAINST YOU FOR THE FULL AMOUNT OF THE PLAINTIFF'S CLAIM**  
 26 **AGAINST THE DEFENDANT WITH ACCRUING INTEREST, ATTORNEY FEES, AND**  
 27 **COSTS WHETHER OR NOT YOU OWE ANYTHING TO THE DEFENDANT. IF YOU**  
 28 **PROPERLY ANSWER THIS WRIT, ANY JUDGMENT AGAINST YOU WILL NOT**  
**EXCEED THE AMOUNT OF ANY NONEXEMPT DEBT OR THE VALUE OF ANY**  
**NONEXEMPT PROPERTY OR EFFECTS IN YOUR POSSESSION OR CONTROL.**

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**JUDGMENT MAY ALSO BE ENTERED AGAINST THE DEFENDANT FOR COSTS**  
**AND FEES INCURRED BY THE PLAINTIFF.**

//

1 //

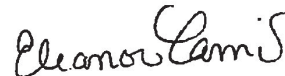
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6 **This Writ is issued by the undersigned attorney of record for Plaintiff under the**  
7 **authority of Chapter 6.27 RCW and must be complied with in the same manner as**  
8 **a writ issued by the clerk of the court.**

9  
10 Dated: May 15, 2020.

11 Gordon, Aylworth & Tami, P.C.

12 

13  
14 ☐ Matthew R. Aylworth, WSBA #37892  
15 ☒ Eleanor Tami, WSBA #45038  
16 ☐ Taylor K. Jennings, WSBA #55320  
17 Of Attorneys for Plaintiff  
18 PO Box 22338  
19 Eugene, OR 97402

20 **Employee name:** Andre Sims  
21 **Address:** 2124 SW 308th Ct, Federal Way WA 98023  
22 **Social Security No.** \*\*\*-\*\*-8023

23 **Court Address:**  
24 King County District Court  
25 601 S.W. 149th St.  
26 Burien, WA 98166

27  
28  
Page - 4 - Writ of Garnishment  
Case No. 19CIV15376KCX

Gordon, Aylworth & Tami, P.C.  
Attorneys at Law  
4023 W 1<sup>st</sup> Ave / P.O. Box 22338  
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Email: info@gatlawfirm.com



**DECLARATION FOR GARNISHMENT**

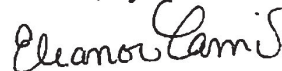
Plaintiff holds an unsatisfied Judgment against Defendant(s) entered on February 6, 2020 with a balance due under said Judgment in the amount of \$3701.89 plus interest and costs. The Plaintiff has reason to believe, and does believe, that the above named Garnishee is indebted to the Defendant in amounts exceeding those exempted from Garnishment by any state or federal law, or that the Garnishee has possession or control of personal property of effects belonging to the Defendant which are not exempted from garnishment by any state or federal law. The Garnishee is the employer of the Judgment Debtor. To the best of the undersigned's knowledge, the Garnishee's address is:

35448 11th Ave SW, Federal Way, WA 98023

I certify under penalty of perjury, under the law of the State of Washington, that the foregoing is true and correct.

Dated: May 15, 2020  
at Eugene, OR

Gordon, Aylworth & Tami, P.C.



☐ Matthew R. Aylworth, WSBA #37892

☒ Eleanor Tami, WSBA #45038

☐ Taylor K. Jennings, WSBA #55320  
Of Attorneys for Plaintiff

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# EXHIBIT C

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19CIV15376KCX

King County District Court

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

ANDRE SIMS,

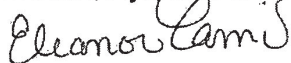
Defendant(s).

Case No. 19CIV15376KCX

MOTION FOR ENTRY OF DEFAULT  
JUDGMENT

COMES NOW the Plaintiff by and through its attorney, and moves the Court for the entry of a Default Judgment against the Defendant(s). The basis for venue in the action is the fact that in accordance with the Affidavit of Service, the Defendant(s) reside(s) or are employed within the jurisdictional district of the above-entitled court at 2124 S.W 308th Ct., Federal Way WA 98023. This Motion is based on the Declaration and Affidavit filed herewith.

DATED this 23 day of December, 2019, at Lane County, Oregon.  
Gordon, Aylworth & Tami, P.C.


☐ Matthew R. Aylworth, WSBA #37892

☒ Eleanor Tami, WSBA #45038

☐ Peter A. Zochowski, WSBA #54455

☐ Taylor K. Jennings, WSBA #55320  
of Attorneys for Plaintiff



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## EXHIBIT D

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19CIV15376KCX

King County District Court

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY SOUTH DIVISION - BURIEN COURTHOUSE

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

ANDRE SIMS,

Defendant(s).

Case No. 19CIV15376KCX

DECLARATION IN SUPPORT OF MOTION  
FOR DEFAULT JUDGMENT

I, the undersigned attorney declare

I am the attorney for the Plaintiff herein. I make this declaration in support of the Motion for Default Judgment and Judgment filed herewith.

This case was filed on October 31, 2019.

On November 7, 2019, copies of the Summons and Complaint in the above-entitled matter were served upon Defendant Andre Sims. A Declaration of Service is on file and/or attached.

More than 20 days have elapsed since the Defendant(s) was served. The Defendant(s) has not filed an appearance and has not filed or served any pleading.

All documents establishing the Plaintiff's judgment are on file herein.

This is an action for breach of contract. Proof of Claim in the form of a credit card statement is attached hereto as Exhibit 1. Proof of assignment in the form of a Bill of Sale with account specific attachment is provided as Exhibit 2. The Account Level Terms and Conditions are included as Exhibit 3. Also attached is the Plaintiff's affidavit.

Page 1 -- Declaration  
Case No. 19CIV15376KCX

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Attorneys at Law  
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Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@natlawfirm.com

1 Plaintiff requests post-judgment interest at the statutory rate of 9% from the  
 2 date of judgment until paid. Plaintiff also seeks costs and disbursements incurred  
 3 herein, plus interest thereon at the state statutory rate of 9% per annum from the  
 4 date of judgment until paid. A Cost Bill is filed herewith.

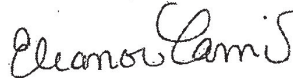
5 The Plaintiff has determined that the Defendant(s) are not a "Service Member"  
 6 as defined in Section 101(1), or in the Military Service as defined in Section 101(2),  
 7 of the Service Member's Civil Relief Act enacted December 19, 2003, and/or  
 8 a dependent of a service member. The Military Status Report is attached as Exhibit  
 9 4.

10 To the best knowledge and belief of the party seeking judgment, the party  
 11 against whom judgment is sought is not an infant or incompetent person.

12  
 13 **I declare under the penalty of perjury under the laws of the State of  
 Washington that the foregoing is true and correct.**

14 DATED this 23 day of December, 2019, at Lane County, Oregon.

15 Gordon, Aylworth & Tami, P.C.

16 

17  
 18 ☐ Matthew R. Aylworth, WSBA #37892  
 19 ☒ Eleanor Tami, WSBA #45038  
 20 ☐ Peter A. Zochowski, WSBA #54455  
 21 ☐ Taylor K. Jennings, WSBA #55320  
 22 of Attorneys for Plaintiff  
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